

Resolution

Distribution

Stark County Commissioners

Engineer
EDG
File

Adopted October 21, 2020

Subject **A Resolution approving a Proposal from Environmental Design Group for the preparation of the Preliminary Engineering Report for the Roose Ditch Improvement Petition.**

Commissioner Smith moved for the adoption of the following Resolution which was seconded by Commissioner Creeighton:

WHEREAS, the Stark County Engineer's office is in need of professional services to prepare the Preliminary Engineering Report for the Roose Ditch Improvement Petition; and

WHEREAS, the Stark County Engineer's office did negotiate the services requested with Environmental Design Group in the amount not to exceed \$13,521.00.

NOW THEREFORE BE IT RESOLVED, that this Board of Commissioners hereby authorizes itself to enter into and sign an agreement with Environmental Design Group (EDG) for the above said services. Said agreement is incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

Upon roll call the vote resulted as follows:

Mr. Smith - yes Mrs. Creighton - yes Mr. Regula - yes

C-E-R-T-I-F-I-C-A-T-E

I, the undersigned, hereby certify the foregoing to be a true and correct record of the Resolution adopted by the Board.

Richard Flory



October 8, 2020

Vince Mueser, PE, SIT
Design Engineer
Stark County Engineer's Office
5165 Southway Street S.W.
Canton, Ohio 44706

**RE: Roose Ditch Improvement Petition - Preliminary Engineering Report
 Environmental Design Group No. 19-00163-12P**

Dear Mr. Mueser,

Environmental Design Group is pleased to prepare this proposal for a Preliminary Engineering Report (PER) for the Roose Ditch Improvement Petition. Regina and Dirk Warner of 4241 Beechwood Ave NE, Alliance Ohio, 44601 (Petitioners) filed the Roose Ditch Improvement Petition on July 2, 2020. The petition requests the Board of County Commissioners to take steps for the cleaning, deepening, and removing obstructions from Roose Ditch; and for the lowering of the culvert beneath the Iron Horse Trail.

There were nine certified letters mailed to property owners within the petition watershed. The Petitioners request that the improvements begin at 4215 Beechwood Ave NE and continue through 4241 Beechwood Avenue NE, 13727 Bayton St. NE, 13685 Bayton St. NE, and 13535 Bayton St. NE, and end at Mud Lake west of the Iron Horse Trail.

Purpose of the PER (as defined by ORC 6131.09)

According to Ohio Revised Code 6131.09, the County Engineer shall prepare a preliminary estimate of the cost of the proposed improvement as submitted by the petition. The County Engineer shall file at the first hearing, as a guide to the commissioners and the petitioners, a preliminary report including a preliminary estimate of cost, a comment on the feasibility of the project, and a statement of opinion as to whether benefits from the project are likely to exceed the estimated cost.

The PER shall list all factors apparent to the engineer, both favorable and unfavorable to the proposed improvement, so that the petitioners may be informed as to what is involved. In addition to reporting on the improvement as petitioned, the engineer may submit alternate proposals to accomplish the prayer of the petition.

The Stark County Commissioners may require the County Engineer to file any additional preliminary reports, of whatever nature, that in the opinion of the board will serve as a guide to the board and the petitioners in deciding whether to proceed with the proposed improvement.

Our proposed Scope of Services for the tasks associated with the PER is outlined below. All terms and conditions will follow the Master Services Agreement between Stark County Engineer and Environmental Design Group dated June 19, 2019. We have included a list of assumptions and exclusions that will help clarify the intended scope of work both for Stark

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County and for Environmental Design Group. The following is a summary of our scope of services for your review.

SCOPE OF SERVICES

Task 1 – Background Data Gathering and Site Reconnaissance

Task 1 will include the following activities:

1. Mobilization
 - a. Review of the petition and supporting documentation
 - b. Calls/meetings with the Stark County Engineer to discuss scope and schedule
 - c. Attend the Board of Commissioners Public Viewing on September 1, 2020 as an observer to gather information.
2. Define the contributing watersheds to Roose Ditch using Stark County GIS information, background data and reports, and the information gathered during the site reconnaissance described below.
3. Collect and review existing plans, stormwater reports, and other data for any private property development near the ditch or within the contributing watershed that might impact the flow in the ditch or any proposed improvements.
4. Work with the Stark County Engineer, Stark County Soil and Water Conservation District, Washington Township, and the Stark County Regional Planning Commission (and others as needed) to gather information within the contributing watersheds on:
 - a. Areas of known or reported flooding or erosion,
 - b. Existing stormwater features and basins,
 - c. Any parcels or locations within the watershed that the County has already preliminarily identified for potential improvements.
5. Conduct a one -day site reconnaissance with Stark County staff of Roose Ditch and the features of the contributing watershed. The purpose of the site reconnaissance is to photograph, measure, and document the proposed project area.

Task 2 – Meetings/Calls

Task 2 will include the following project meetings:

1. Progress meetings will be conducted as needed from NTP to the Public Hearing on November 18, 2020.
2. Preparation for and participation in the Public Hearing on November 18, 2020.

Task 3 – Preliminary Engineering Report

Task 3 will include the following activities:

1. The PER is understood to be:
 - a. High Level and Broad Brush
 - b. An investigation of the benefit, need, and cost of the "Prayer of the Petition", and answers that "Prayer" with a statement of feasibility and then a statement about benefit exceeding the cost (if it does)
 - c. Can also look at alternatives (with concurrence of the Stark County Engineer) or if the petition is altered to look at that.
 - d. PER will include Engineering/RW/CM/Construction/Permits Costs.
2. The PER will include a summary of:
 - a. The review of available background data

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- b. ORC Section 6131
 - c. Stark County ordinances, regulations, and guidance documents related to stormwater management
 - d. The site reconnaissance of the Roose Ditch and features in the contributing watershed
 - e. The Wetlands and Surface Water Assessment and Letter Report
 - f. The stormwater watershed modeling effort (if authorized) to determine the impacts of the cleaning, deepening, and removing obstacles in Roose Ditch.
 - g. The evaluation and responses to the items in the Roose Ditch Improvement Petition (dated July 2, 2020) as listed above
 - h. The Engineering/RW/CM/Construction/Permits Costs developed for any proposed improvements/actions
 - i. A discussion of the favorable and unfavorable factors, and the conceptual
 - j. And the benefits of the proposed improvements by the petition and any alternate proposals to accomplish the prayer of the petition.
 - k. EDG ecological staff will participate in discussions with the design team to inform the alternatives analysis and design process pertaining to potential wetland and other surface water impacts and waterway permitting. Ecological staff will assist with the calculation of estimated potential impacts to wetlands and other surface waters based on the alternatives proposed
3. A single draft and a single final version of the PER will be prepared. Environmental Design Group will make final adjustments to the draft PER based on the comments of Stark County staff and the Final PER document will be delivered electronically to the County.

Task 4 – Field Survey (If Authorized)

Task 4 includes up to three days of field survey work (if authorized) to acquire inverts at road and trail crossings, and ditch flowline and bank elevations (where accessible within the existing wetlands) along the 4500-foot long ditch reach in the project area between Beechwood Ave NE and Mud Lake.

Task 5 – Stormwater Modeling (If Authorized)

Task 5 (if authorized) will include the following activities:

1. Environmental Design Group will utilize stormwater modeling software to determine the peak discharges for the stream/conveyances contributing flow into and through Roose Ditch to a level of detail that facilitates an evaluation of the items listed in the Petition.
2. A single existing conditions model and a single iteration of a proposed conditions model will be developed.
3. Stark County topographic and GIS data will be used to develop the stormwater watershed models.

The proposed modeling will be used to evaluate the effects of cleaning, deepening, moving, and removing obstructions from Roose Ditch; the lowering of the culvert beneath the Iron Horse Trail, and the effects of the proposed improvements on the ditch profile and cross-section, existing wetlands, adjacent properties, and Mud Lake.

PROJECT SCHEDULE

Assuming authorization of our proposal by October 2, 2020, Environmental Design Group proposes the following completion schedule:

Authorization	October 9, 2020
Background Data Gathering and Site Reconnaissance	October 23, 2020
Final PER	November 11, 2020
Petition Hearing	November 18, 2020
Field Survey (If Authorized)	October 23, 2020
Stormwater Modeling (If Authorized)	November 6, 2020

COMPENSATION

For and in consideration of the above-referenced services, Environmental Design Group will invoice the Stark County on a **Lump Sum** basis as follows:

Task 1 – Background Data Gathering and Site Reconnaissance	\$5,321.00
Task 2 – Meetings/Calls	\$3,000.00
Task 3 - Preliminary Engineering Report	\$5,000.00
Reimbursables	\$200.00
Total Compensation Fee:	\$13,521.00

If Authorized tasks:

Task 4 – Field Survey (If Authorized)	\$5,606.00
Task 5 – Stormwater Modeling (If Authorized)	\$6,805.00

ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to this proposal for technical services. These items were considered while defining the scope and fee for Environmental Design Group's services and further explain the responsibilities of Client and Environmental Design Group.

1. This scope does not include the identification of the benefiting parcels of any improvements subsequently carried forward by the Petition Ditch Petition process.
2. It is assumed that Stark County will provide any information available on any currently proposed improvements, redevelopment, and known future improvements/development that should be considered in the stormwater watershed modeling.
3. It is assumed that the Stark County Commissioners will not require the County Engineer to file any additional PERs other than the report described above.
4. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.

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5. The scope assumes that the field visit to identify on-site wetlands and surface water will be conducted during the growing season (varies by location and annually, but in Ohio is roughly early May to early October). If the field visit to delineate wetlands and other surface waters is conducted outside of the growing season, a follow up visit during the growing season to confirm wetland boundaries may be necessary depending on site conditions, type of vegetative communities encountered, and weather conditions at the time of the original site visit. The scope does not include any follow up site visit(s) if the field visit is conducted outside of the growing season.
6. The scope does not include a full delineation of wetlands and waters on the site.
7. The scope does not include Federal or State endangered, threatened, or rare species surveys, mussel surveys, other species surveys, or habitat surveys.
8. The scope does not include data collection to determine wetland or stream quality.
9. We assume access for field work will be obtained from the client.
10. The scope does not include the preparation of any application materials for waterway permits, including Section 404 permit (Nationwide or Individual) Section 10 through the U.S. Army Corps of Engineers, or Section 401 Water quality Certification or Isolated Wetland Permit through Ohio Environmental Protection Agency.
11. Should waterway permitting be required, Environmental Design Group would be happy to prepare a separate proposal for waterway permit application preparation under separate cover.
12. The scope does not include any permitting or coordination with Federal, state, or local resource agencies, aside from those activities expressly included in the scope.
13. Environmental Design Group offers professional services and will work to accomplish the client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.
14. Client will provide background information in the client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items could include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
15. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
16. Client will schedule and coordinate all meetings. Client will share all information with the stakeholders.
17. The scope of this work is to prepare a preliminary engineering level document. We have not included services that could be used for bidding, construction, permitting, or agency approvals.
18. Schedule. While we work towards the project schedule, unanticipated situations, review of submissions, waiting for direction or decisions by the Client, review agencies, and other team members are beyond our control. We, therefore, cannot guarantee project schedules for issues beyond our control.
19. Cost opinions are our opinion of probable construction cost. Any cost opinions provided in this scope are not intended to be a guaranteed maximum figure and can fluctuate based on future market conditions.
20. We will be utilizing third-party data for base information such as parcel, topographic, and soils. We therefore cannot guarantee the data accuracy.
21. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While

Vince Mueser, PE, SIT
Design Engineer
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Environmental Design Group can provide many of these services if requested by the Client, they will only be provided through an amendment to the fees and scope of services of this agreement.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact us.

We look forward to working with you.

Sincerely,



Frank Bronzo, PE
Principal



Jay Mosley, PE, CFM, CPESC
Project Manager

ACCEPTED: **Stark County**

By



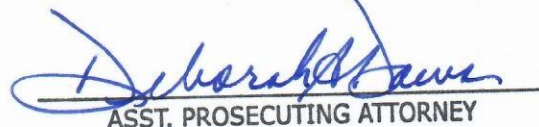
Date

10-21-2020

Title

President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


ASST. PROSECUTING ATTORNEY